

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRIVECAM, INC.		08/19/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LEADER VENTURES, LLC, as Agent		
Street Address:	311 California Street, Suite 420		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Serial Number:	78965559	DRIVECAM	
Serial Number:	78965527	DRIVECAM	
Serial Number:	78965514	DRIVECAM	
Serial Number:	78965479	DRIVECAM	
Serial Number:	78965459	DRIVECAM TAKING RISK OUT OF DRIVING	
Serial Number:	78965426	DRIVECAM TAKING RISK OUT OF DRIVING	
Serial Number:	78965084	DRIVECAM	
Serial Number:	77292164	RISKPREDICT	
Serial Number:	77292130	RISKPREDICT	
Serial Number:	77292152	RISKPREDICT	
Serial Number:	77292144	RISKPREDICT	
Serial Number:	77271332	RISKPREVENT	
Serial Number:	77271357	RISKPREVENT	
Serial Number:	77271348	RISKPREVENT	

CH \$465.00 78965559

900141402

TRADEMARK
REEL: 004048 FRAME: 0857

Serial Number:	77271339	RISKPREVENT
Registration Number:	2643463	HINDSIGHT 20/20
Serial Number:	75762113	DRIVECAM
Serial Number:	75762111	I DRIVECAM

CORRESPONDENCE DATA

Fax Number: (650)493-6811

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 650-496-7543

Email: nbouch@wsgr.com

Correspondent Name: WSGR c/o Nancy Bouch, Sr. Paralegal

Address Line 1: 650 Page Mill Road

Address Line 2: FH 2-1 P10

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	29230.035
NAME OF SUBMITTER:	Nancy Bouch
Signature:	/s/Nancy Bouch
Date:	08/19/2009

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 19, 2009 by and between LEADER VENTURES, LLC, as agent ("Agent") for the lenders (the "Lenders") from time to time party to the Loan Agreement (as defined below) and DRIVECAM, INC., a Delaware corporation ("Grantor").

RECITALS

Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Agent, Lenders and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, on behalf of the Lenders, a security interest in certain copyrights, trademarks and patents to secure the obligations of Grantor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Agent or Lenders, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Agent or Lenders, Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under its intellectual property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Agent, on behalf of the Lenders, under the Loan Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Transaction Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Loan Agreement or any of the Transaction Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Transaction Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

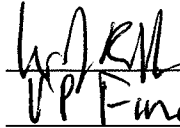
8911 Balboa Ave.
San Diego, CA 92123

Attn: Chief Executive Officer

DRIVECAM, INC.

By:

Title:


VP Finance

AGENT:

Address of Agent:

311 California Street, Suite 420
San Francisco, CA 94104

Attn: Chief Financial Officer

LEADER VENTURES, LLC, as Agent

By:

Title:

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

8911 Balboa Ave.
San Diego, CA 92123

Attn: Chief Executive Officer

DRIVECAM, INC.

By: _____

Title: _____

AGENT:

Address of Agent:

311 California Street, Suite 420
San Francisco, CA 94104
Attn: Chief Financial Officer

LEADER VENTURES, LLC, as Agent

By:  _____

Name: Robert W. Molke

Title: Managing Director

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
DRIVER RISK MANAGEMENT SERVICE OFFERING AND DEPLOYMENT DISCUSSION AUGUST 2007	TX6-828-329	09/11/2007
DRIVECAM TAKING RISK OUT OF DRIVING	TX6-880-704	10/09/2008
DRIVECAM TAKING RISK OUT OF DRIVING	TX6-882-933	10/17/2008

EXHIBIT B

Patents

<u>Description</u>	<u>Patent/App. No.</u>	<u>File Date</u>
Vehicle Data Recorder	6,389,340	05/14/2002
Vehicle Operator Performance Monitor Triggered by Detection of External Waves	6,449,540	09/10/2002
Vehicle Operator Performance Monitor with Enhanced Data Retrieval Capabilities	6,405,112	06/11/2002
Vehicle Event Data Recorder Including Validation of Output	6,718,239	04/06/2004
System and Method for Wireless Delivery of Event Data	7,536,457	05/19/2009
System and Method for Taking Risk Out of Driving	11/382,222	05/08/2006
System and Method for Reducing Driving Risk with Foresight	11/382,239	05/08/2006
System and Method for Multi-event Capture	11/566,539	12/04/2006
System and Method for Identifying Non-event Profiles	11/467,694	08/28/2006
System and Method for Reducing Driving Risk with Insight	11/382,328	05/09/2006
System and Method for Reducing Driving Risk with Hindsight	11/382,325	05/09/2006
Multiple Image Source Processing Apparatus and Method	11/467,486	08/25/2006
System and Method for Selective Review of Event Data	11/566,424	12/04/2006
Data Transfer System and Method	11/465,765	08/18/2006
Method and System for Tuning the Effect of Vehicle Characteristics on Risk Prediction	12/359,787	01/26/2009

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
DRIVECAM	78965559	08/31/2006
DRIVECAM	78965527	08/31/2006
DRIVECAM	78965514	08/31/2006
DRIVECAM	78965479	08/31/2006
DRIVECAM TAKING RISK OUT OF DRIVING	78965459	08/31/2006
DRIVECAM TAKING RISK OUT OF DRIVING	78965426	08/31/2006
DRIVECAM	78965084	08/31/2006
RISKPREDICT	77292164	09/28/2007
RISKPREDICT	77292130	09/28/2007
RISKPREDICT	77292152	09/28/2007
RISKPREDICT	77292144	09/28/2007
RISKPREVENT	77271332	09/04/2007
RISKPREVENT	77271357	09/04/2007
RISKPREVENT	77271348	09/04/2007
RISKPREVENT	77271339	09/04/2007
HINDSIGHT 20/20	2643463	10/29/2002
DRIVECAM	75762113	07/28/1999
I DRIVECAM	75762111	07/28/1999